

KHYBER PAKHTUNKHWA -TECHNICAL EDUCATION AND
VOCA TIONAL TRAINING AUTHORY CONTRIBUTORY PROVIDENT FUND AND GRATUITY
REGULATION, 2015.

(KP TEVTA Regulation No. VI of 2015)

Dated: 28-12-2015

No. _____ In exercise of the powers conferred by section-21 of the Khyber Pakhtunkhwa Technical Education and Vocational Training Authority Act, 2015 (Khyber Pakhtunkhwa Act No. XII of 2015), the Board is pleased to make the following Regulation, namely;

Chapter-1
(Preliminary)

1. Short title, application and commencement:-

- (1) This Regulation may be called “ the Technical Education and Vocational Training Authority (Contributory Provident Fund and Gratuity) Regulation, 2015”.
- (2) Except as otherwise provided by the Act, it shall apply to all persons in the service of the Authority and all offices, Institutions, Centers and Colleges under its administrative control.
- (3) It shall come into force at once.

2. Definitions.---

(1) In this Regulation, unless there is anything repugnant to the subject or context:

- (i) “Act” means the Khyber Pakhtunkhwa Technical Education and Vocational Training Authority Act, 2015 (Khyber Pakhtunkhwa Act No. XII of 2015);
- (ii) Authority” means the Khyber Pakhtunkhwa Technical Education and Vocational Training Authority;
- (iii) “Employee” means the regular employee of the Authority contributing to the Contributory Provident Fund;
- (iv) , “Family” means the Member’s spouse, legitimate children, step children, parents, sisters and brothers who reside with and are wholly dependent on the member.
- (v) “Funds” means the Contributory Provident Funds of the Authority, pursuant to the Trust deed.
- (vi) “Institute” means the institution of the Authority.
- (vii) “Member” means employee of the Authority who by this Regulation is admitted to the membership of the Funds.

- (viii) “Regulation of Funds’ means the special body of regulations governing the constitution and administration of the Funds.
 - (ix) “Fund’s Rules” means the Fund’s rules for the time being in force.
 - (x) “Trust Deed” means the Technical Education and Vocational Training Authority Employees Contributory Provident Fund Trust deed.
 - (xi) “Trustees” means the present trustees of the Funds or the subsequent trustees as appointed in accordance with the provision of this Regulation.
- (2) Words and expressions used but not defined in this Regulation shall have the same meaning as assigned to them in the Act or the Rules or Regulations made there under.

Chapter-2

FUND S

3. Final Payment;

- (1) Final payment of the accumulated Funds shall be made to the employee at the time of his retirement.
- (2) The final payment of the Funds in respect of a member in case of his death before retirement shall be paid to the nominee of the member, nominated as per Annexure “A”.
- (3) Where no such nomination has been made by the member, the amount of the Funds shall be paid to his legal heirs according to the law of inheritance of his respective religion.

4. Constitution of the Funds; The Funds shall consist of:

- a. contribution from employees and the Authority which are to be credited to the Funds in accordance with this Regulation; and
- b. the income of the Funds as mark up or profit on deposits or investments.

5. Management of Funds; The Funds and properties and investments belonging to the Funds and forming part thereof shall be vested in and be managed by the Trustees who shall administer the Funds in accordance with the terms of the Trust deed and the provisions of this Regulation.

6. Nomination; (1) A member shall, at the time of joining the Funds, send to the Trustees a nomination conferring on one or more persons the right to receive, in the event of his death, the amount that may be to his credit in the Funds.

Provided that if at the time of undertaking the nomination, the subscriber has a family, the nomination shall not be in favor of any person other than the member or members of his family.

- (2) If a member nominates more than one person or persons under sub-paragraph (1), he shall specify in the nomination, the amount or share payable to each of such nominees in such a manner as to cover the whole of the amount that may be to his credit in the Funds at the time of his death.
- (3) A member may at any time cancel a nomination by sending a notice in writing to the Trustees. The member shall, along-with such notice, send a fresh nomination made in accordance with the provisions of this Regulation.
- (4) Immediately on the death of a nominee, in respect of whom no special provision has been made in the nomination or on the occurrence of any event by reason of which the nomination becomes invalid, the member shall send to the Trustees a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provision of this Regulation.
- (5) Every nomination made and every notice of the cancellation given by a member shall, to the extent that is valid, take effect on the date on which it is received by the Trustees.

7. Membership;

- (1) All employees shall be deemed to be the members of the Funds. However, an employee appointed hereafter shall become a member after completion of probation.
- (2) Every employee permitted to be the member of the Funds shall sign an agreement to this effect, called the Trust Deed.
- (3) A member shall not cancel his membership during his service in the Authority.
- (4) A member, ceasing for any reason to be in the service of the Authority, shall cease to be member and final payment of his dues shall be disbursed to him at the time of his departure.

8. Contribution;

- (1) 10% of the basic pay of the member shall be deducted every month as his own contribution to the Funds.
- (2) The Authority shall also contribute equal amount to the Funds as employer's contribution every month. The amount so contributed to the Funds by the members and the Authority every month shall be transferred to the C.P. Fund accounts.

9. Accounts:-

- (1) The Funds accounts shall be maintained by the Authority under the supervision of Director Finance.
- (2) Necessary books of accounts shall be maintained for the contributions received, investments made and other expenditures incurred on behalf of the Funds by the Authority through Director Finance under the supervisory control of the Board of Trustees.
- (3) As soon as may be after the close of each financial year, the C.P. Fund section shall prepare the final Financial statements of the Funds i.e. Balance Sheet and Income and Expenditure Accounts for intimation to the Trustees.
- (4) The amount subscribed by each member as well as contribution by the Authority shall be credited to the account of the respective member.

10. Investment of surplus Funds;

- (1) A portion of the Funds may be retained in the Funds accounts for the purpose of advances requested by the employees or payment of the retiring employee.
- (2) The remaining Funds may be invested in a profitable venture on the recommendations of the Board of trustees.

11. Books of Accounts and Internal and External Audit;

- (1) The books of accounts shall be maintained separately. The Accountant and Internal Auditors shall be remunerated by the Authority.
- (2) The Authority shall appoint a firm of Chartered Accountants to get the Funds audited. Remuneration of the Auditors shall be paid by the Authority.

12. Profit:--

- (1) The Authority shall work out the amount available as accumulation on the last day of the financial year attributable amongst the members arising out of the net income received and accrued on the securities, on the withdrawals by the members and donations or grants if any, given to the Funds as well as profit of the invested Funds.
- (2) The income shall be credited to the member's account on June 30 of each year. A statement of accounts shall be provided to each member in the month of August every year indicating there in the updated position of his account.

13. Payment of accumulated balance.---

- (1) If a member is terminated from service or he leaves the service with his own discretion, with less than one year continuous service, he shall be refunded his own contribution without profit.
- (2) In all other cases, a member, when he leaves service, shall be paid the accumulated balance to the credit in his account, in accordance with the following method:-

Status	Payment to be made
More than one but less than two years continuous service	Member's own contribution plus 25% of the Authority's contribution along with profit thereon.
More than two but less than three years continuous service	Member's own contribution plus 50% of the Authority's contribution along with profit thereon.
Three years or more continuous service	Member's and Authority's contribution along with profit thereon.
In case of death during service or superannuation	Member's and Authority's contribution along with profit thereon.

- (3) When a member leaves the service of the Authority, the amount due to him in the accumulated balance of his C.P. Fund account become payable to him.
- (4) Where a member has no family and has made no nomination, the payment shall be made on production of succession certificate from a Court of law by the legal heirs of the employee, if any.
- (5) The Authority shall not be entitled to withhold any sum from the Funds, due to a member. In case of any recovery of loss, if any, from him, the sum may be recovered from him as arrears of land revenue but not from the accumulated C.P. Fund in his account.

14. Permission of Loan;

- (1) Subject to this Regulation, withdrawals by the members from the accumulated balance may be allowed by the Trustees in the following circumstances, namely:
- i. illness of a member or his family; or
 - ii. to pay the overseas passage by reason of health or education of the member or his family; or
 - iii. to pay expenses in connection with the performance of Hajj by the member; or
 - iv. to meet the expenditure on building or purchasing a house or a site for house; or
 - v. to pay expenses in connection with marriage, funerals or ceremonies, which, by the religion of the member, it is incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred; or
 - vi. to meet the expenditure on repairs, renovation or extension of residential house belonging to the member; or.
 - vii. in a case of member who has attained the age of 50 years on the date on which the withdrawal is permitted:
 - a) to meet the expenditure on the purchase of a house or construction of a house on land owned by him or a member of his family anywhere in Pakistan; or
 - b) to repay a loan taken from a financial institution,
provided that the member shall, within a period of two weeks from the date of withdrawal produce satisfactory evidence before the Trustees to show that the advance has been utilized for the purpose for which it was drawn, failing which the entire amount of withdrawal together with interest accrued thereon shall forth with become repayable to the Funds in lump sum.
- (2) No second withdrawal from the C.P. Fund shall be permitted unless the sum of first withdrawal has been fully repaid.
- (3) When a member opts not to receive any profit on his accumulated balance, no profit shall be charged on the amount withdrawn by him from the Funds
- (4) The Authority shall deduct such installments payable under sub-paragraph (2) from the member's salary and pay them to the Trustees commencing from the second monthly payment made after the withdrawal or, in the case of a member on leave without pay, from the second monthly payment after his return to duty.

15. Forfeiture of C.P. Fund Account;

- (1) If any amount in the Funds standing to the credit of a member is withheld or forfeited as is not paid to him under this Regulation shall be credited to the forfeiture account.
- (2) The Authority shall have the first charge on the forfeited amount which shall not exceed the amount standing to the credit in the Authority's contribution account. No recovery of loss shall be made from the portion of Funds in a members' account accumulated by him and mark up accrued thereon, For payment of any sums due to the Authority or for satisfaction of claims against the member in respect of all losses, damages, expenses etc which the Authority may have sustained due to his negligence or fraud, The Trustees shall pay upon demand so assessed by the Authority out of the forfeited amount.
- (3) The balance left over in the forfeited account, if any, after payment made to the Authority against losses suffered due to the negligence or fraud of the member, shall be utilized primarily to meet any loss from investment of the Funds or realization of the assets or for the benefit of the member or dependence of the deceased members or any other purpose connected with the Funds as decided by the Trustees.

16. Interpretation.--

The Fundss shall be governed by this Regulation or other rules or regulations, for the time being in force and not inconsistent with this Regulation. Such Rules and Regulations shall be interpreted by the Trustees whose interpretation shall be final and binding upon the parties thereto and all members.

17. Arbitration;

Any dispute or difference which may arise between any member, or his representative, executer, administrator, nominees and the Trustees, shall be referred to the Managing Director or his nominee, and his decision in this respect shall be final.

18. Winding up the Funds;

The Trustees may, at any time with the consent of the Authority or on dissolution of the Authority, wind up the Funds. The Trustees shall pay out to each member the balance standing to his credit after realizing the assets of the Funds and paying off the expenditure incurred for winding up and finalizing the Fund's Accounts.

CHAPTER-3
GRATUITY.

19. Payment of gratuity.---

- (1) Gratuity will be paid to every employee of the Authority on leaving the Authority's service at the rate of one months' basic salary for each completed year of service rendered in the Authority. The aforementioned rate would be calculated on the last drawn basic salary of the employee.

Provided that an employee's past service rendered continuously in the Authority will be taken into account in determining completed years of service.

Provided further that no gratuity shall accrue on services beyond the age of 60 years in case of re-employment.

- (2) No member shall be entitled to a gratuity if he has been dismissed from service of the Authority.
- (3) A gratuity shall be payable to a member at the above rates only in the following cases:
- i) on retirement or termination of his employment by or with the consent of the Authority, subject to completion of five (05) years continuous service in the Authority.
 - ii) on leaving the Authority's service at the employee's own volition, subject to rendering five (05) years continuous service in the Authority.
- (2) For the purpose of calculation of the gratuity the term "salary" shall mean the basic pay last drawn by the member.
- (3) In the event of death of an employee during the Authority's service, gratuity shall be paid as set out hereunder:-

Status	Payment to be made
a) Less than 5 years continuous service	½ of a month basic salary for each completed year of service subject to a minimum of one month's salary
b) After completion of 5 years continuous service	As per paragraph 19(1) above.

-----sd-----
Managing Director
Khyber Pakhtunkhwa Technical Education and
Vocational Training Authority

No.....

Dated.....

Copy to the:

1. Principal Secretary to Chief Minister, Khyber Pakhtunkhwa/ Chairperson of the Board;
2. PS to Chief Secretary to the Government of Khyber Pakhtunkhwa.
3. All Administrative Secretaries, Government of Khyber Pakhtunkhwa.
4. Secretary to Governor, Khyber Pakhtunkhwa.
5. All Members of the Board.
6. Government Printing Press, Peshawar for publication in the official gazette.
7. All Officers of the Authority.

Director Admn: and HR.

**KHYBER PAKHTUNKHWA TECHNICAL EDUCATION AND VOCATIONAL
TRAINING AUTHORITY**

Nomination Form
For
Contributory Provident Fund

I, _____(name), _____(designation), hereby nominate the person(s) mentioned below who are member(s) of my family to receive the amount of Contributed Provident Fund available at my credit in the CPF account.

S.No.	Name(s) of the nominee	CNIC No.	Age	Relation	%age share
-------	------------------------	----------	-----	----------	------------

Date:- _____/ 20-----.

Signature:-_____

Designation:- _____

CNIC No:-

1. Witness:- _____

Name:- _____

CNIC No:- _____

Signature:_____

2. Witness:- _____

Signature:- _____

Name:- _____

CNIC No:- _____

Signature:_____